

BEFORE THE TENNESSEE REGULATORY AUTHORITY

NASHVILLE, TENNESSEE

In Re: Petition to Transfer Authority )  
from Discount Communications to )  
ATM/Discount Communications, Inc.

Docket No. 01-00710

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PETITION TO TRANSFER AUTHORITY

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Pursuant to T.C.A. § 65-4-113, Discount Communications ("Discount") and ATM/Discount Communications, Inc. ("ATM") jointly request that the Tennessee Regulatory Authority approve the transfer of Discount's intrastate operating authority from Discount to ATM. As grounds for this Petition, the parties submit the following:

1. Discount, a sole proprietorship owned by Mr. Edward Hayes, is an authorized reseller of telecommunications services in Tennessee. A copy of Discount's resale certificate (no. 98-00080) is attached.

2. Effective January 1, 1999, Discount merged into Air Time Management, Inc., ("Air Time") a Tennessee corporation. A copy of the merger agreement, which was executed on February 17, 2000, is attached. As explained in the agreement (section 1.2 and Exhibit A) all assets of Discount became the assets of the surviving entity. Following the merger, Mr. Hayes became a part owner of ATM and president of the company. (Effective July 1, 2001, Mr. David Mills became president of ATM. Mr. Hayes is still an officer and employee of the company.)

3. Concurrent with the merger, ATM, the surviving entity, changed its name to ATM/ Discount Communications, Inc. A copy of the company's registration with the Secretary of State is attached.

4. Based on advice from the TRA staff, Mr. Hayes notified the TRA on February 14, 2000, that Discount was changing its name to "ATM/Discount Communications." That was an error. The name should have been "ATM/Discount Communications, Inc." Mr. Hayes was informed by the staff that, since Discount was merging into ATM, it was not necessary to file a petition for a transfer of Discount's operating authority.

5. The TRA has subsequently determined that Discount does, in fact, need to petition the Authority for approval of the transfer of Discount's certificate to ATM.

6. Because the transfer resulted from a merger of Discount into ATM, all the financial assets, managerial ability, and technical experience of Discount is now part of ATM. To the extent Air Time brought additional financial assets, managerial ability, and technical experience into the merger, the merged entity is better able to provide utility services and to benefit the consuming public than Discount could prior to the merger. Therefore, in accordance with the requirements of T.C.A. § 65-4-113, the transferee is as fully capable, if not more so, as the transferor of offering the services authorized in the carrier's resale certificate.

For these reasons, Discount and ATM ask that this petition to transfer authority be approved.

Respectfully submitted,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By: 

Henry Walker  
414 Union Street, Suite 1600  
P.O. Box 198062  
Nashville, Tennessee 37219  
(615) 252-2363

Company ID: 00128102  
Discount Communications  
6647 Steeplechase Circle  
Memphis, TN 38141

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, TN April 20, 1998

IN RE: CASE NUMBER: 98-00080

Application for Authority to Provide Operator Services and/or Resell  
Telecommunications Services in Tennessee Pursuant to Rule 1220-4-2-.57.

---ORDER---

This matter is before the Tennessee Regulatory Authority upon the application of the above-mentioned company for certification as a reseller or telecommunication operator service provider in Tennessee. The TRA considered this application at a Conference held on March 24, 1998 and concluded that the applicant has met all the requirements for certification and should be authorized to provide operator services and/or resell telecommunications services on an intrastate basis.

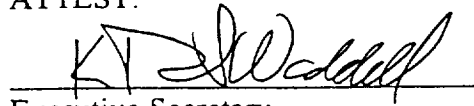
IT IS THEREFORE ORDERED:


1. That the above-mentioned company is issued a Certificate of Convenience and Necessity as an operator service provider and/or reseller of telecommunications services for state-wide service in Tennessee as specified in its application on file with the Authority.
2. That said company shall comply with all applicable state laws and TRA rules and regulations.
3. That this order shall be retained as proof of certification with this Authority, and may be used to obtain appropriately tariffed service and billing arrangements from Authority authorized telecommunications service providers.

  
Chairman

  
Director

ATTEST:

  
Executive Secretary

  
Director

## AGREEMENT OF MERGER

This Agreement of Merger (this "Agreement"), effective on the 1st day of January, 1999, is entered into by and among AIR TIME MANAGEMENT, INC., a Tennessee corporation (the "Merging Company"), DISCOUNT COMMUNICATIONS, a Tennessee sole proprietorship (the "Merged Company") and CHARLES PLUMMER, a Tennessee resident (the "Employee").

### WITNESSETH:

WHEREAS the parties hereto desire that the Merged Company be merged into the Merging Company on the terms and subject to the conditions set forth in this Agreement (the "Merger");

WHEREAS the parties desire that, subsequent to the effective time of the Merger, the name of the Merging Company be changed to ATM Discount Com, Inc. (the "Surviving Company");

WHEREAS the Merging Company and the Merged Company have in fact been functioning as one merged entity since January 1, 1999 (the "Effective Time") and now desire to document such merger in writing;

WHEREAS, prior to the Effective Time, each of the persons listed below owns 7,000 shares of the common stock, no par value, of the Merging Company, which 28,000 total shares constituted all of the outstanding shares of the Merging Company:

Morris Harris, Sr.  
Morris Harris, Jr.  
Charles Harris  
John Harrison

(the "Merging Company Owners");

WHEREAS, prior to the Effective Time, the owner of 100% of the ownership interests in the Merged Company, which was a sole proprietorship, was Edward M. Hayes (the "Merged Company Owner");

WHEREAS, as consideration for work provided to the Merging Company above and beyond the call of duty and for contributions of time and sweat equity in excess of that for which he was compensated, as well as to encourage the continued participation of the Employee in the operations of the Surviving Company, the parties desire that shares of the Surviving Company's common stock, no par value, be issued to the Employee; and

WHEREAS the parties desire that, immediately at the Effective Time, an equal number of the shares of the common stock of the Surviving Company be held by each of the four Merging Company Owners, the Merged Company Owner and the Employee;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

### AGREEMENT:

#### 1. The Merger.

1.1 The Merger. Subject to the terms and conditions hereinafter set forth, at the Effective Time, the Merged Company shall be merged with and into the Merging Company (the "Merger") pursuant to applicable laws and statutes in Tennessee.

1.2 Effects of the Merger. The Merger shall have the effect of dissolving the Merged Company, with the Merging Company remaining in tact, provided that the owner of the Merged Company will become an owner of the Merging Company in accordance with the provisions set forth herein. Furthermore, at the Effective Time, all of the assets and liabilities of both the Merging Company and the Merged Company (except those listed in *Exhibit A* to this Agreement, which are excluded from the Merger) became the assets of the Surviving Company.

1.3 Effective Time. For all purposes, the Merger shall be deemed to have been effective on January 1, 1999 (the "Effective Time").

1.4 Surviving Company. The Merging Company shall be the surviving company in the Merger and shall continue to be governed by applicable Tennessee corporate law. The Surviving Company shall be governed by the First Amended and Restated Bylaws of the Merging Company (the "Bylaws"). Subsequent to the time of the Merger, the shareholders of the Surviving Company shall include the Merged Company Owner and the Broker, in addition to the existing Merging Company Owners.

1.4.1 Name Change. Following the Effective Time, the name of the Surviving Company shall be changed to ATM Discount Com, Inc.

1.5 Conversions of Interests. At the Effective Time, the Merging Company shall issue to the Merged Company Owner Seven Thousand (7,000) (or such other number that is equal to the number of shares issued to the number of shares owned by any individual Merging Company Owner) shares of its common stock, no par value, and all of the rights, title and privileges related thereto, in exchange for all of the rights, privileges, benefits, obligations and responsibilities of ownership of the Merged Company.

2. Issuance of Shares to the Employee. As consideration for work provided to the Merging Company above and beyond the call of duty and for contributions of time and sweat equity in excess of that for which he was compensated, as well as to encourage the continued participation of the Employee in the operations of the Surviving Company, the Merging Company shall issue to the Employee Seven Thousand (7,000) (or such other number that is equal to the number of shares issued to the number of shares owned by any individual Merging Company Owner) shares of its common stock, no par value, and all of the rights, title and privileges related thereto. In exchange therefor, the Employee agrees to continue his positive, constructive participation in the operations of the Surviving Company.

### 3. The Closing.

3.1 The Closing. The closing of the Merger shall take place on or prior to February 29, 2000 or on any other date agreed upon by the parties to this Agreement; however, the effective date of the closing shall be January 1, 2000.

3.2 Place of Closing. The Closing shall take place in the offices of Bruce, Norris & Bass, P.L.L.C., which offices are currently located at 3485 Poplar Avenue, Suite 215, Memphis, Tennessee 38111, or at any other place agreed upon by all the parties hereto.

### 4. Representations and Warranties of the Merged Company.

The Merged Company hereby makes the following representations and warranties to the Merging Company.

4.1 Due Authority. The person executing this Agreement, or any other document related to the transactions contemplated hereby, is duly authorized to execute this Agreement or such other document(s) on behalf of the Merged Company and, once executed by such person, this Agreement and such other document(s) will be binding on the Merged Company.

4.2 Validity. This Agreement constitutes, and when executed and delivered at the Closing, will constitute, the legal, valid and binding obligation of the Merged Company enforceable in accordance with its terms, except as limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws presently or hereafter in effect affecting the enforcement of creditors' rights generally.

4.3 Financial Statements. The financial statements of the Merged Company as of, and for the fiscal period ended, December 31, 1998 are attached to, and are hereby incorporated into, this Agreement as *Exhibit B*, and the information set forth in such financial statements is accurate and correct, and fairly describes and depicts the financial condition of the Merged Company as of that time. Furthermore, the assets and liabilities of the Merged Company accurately described such financial statements. In this regard, the Merged Company understands that all of its assets, except those identified in Exhibit A to this Agreement as excluded assets, became assets of the Surviving Company at the Effective Time.

4.4 Conflict with Other Instruments. Neither the execution and delivery of this Agreement by the Merged Company nor the consummation by the Merged Company of the transactions contemplated herein will: (i) conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or result

in the creation of a lien or encumbrance on any assets of the Merged Company, pursuant to any indenture, mortgage, lease, agreement or other instrument to which the Merged Company is a party or by which it, or any of its assets, may be bound or affected, except as disclosed to the Merging Company in writing in *Exhibit D*; or (ii) violate any law or regulation to which the Merged Company is subject or by which it or its properties are bound.

4.5 Litigation, etc. To the knowledge of the Merged Company Owner, there are no actions, suits, investigations or proceedings pending in any court or by or before any governmental agency affecting the assets or the business of the Merged Company, and to his knowledge there is no litigation, proceeding, claim, grievance, or controversy threatened against the Merged Company with regard to or affecting the assets or the business of the Merged Company.

4.6 Regulatory Compliance. To the knowledge of the Merged Company Owner, the Merged Company has complied with all laws and regulations of any applicable jurisdiction with which it is required to comply in connection with his ownership of the assets of the Merged Company and with the operation of the business of the Merged Company, the enforcement of which would have a material and adverse effect on the ownership of the Surviving Company.

4.7 Governmental Approvals. No authorization, consent or approval or other order or action of or filing with any court, administrative agency, or other governmental or regulatory body or authority is required for the execution and delivery by the Merged Company of this Agreement or the consummation by Merged Company of the transactions contemplated hereby that has not been completed by or on the time of the closing.

4.8 Product Liability. To the best of the Merged Company's knowledge and after due inquiry, there are no formally asserted and existing claims arising from or alleged to arise from any injury to persons or property as a result of the ownership, possession or use of any product manufactured or sold by the Merged Company.

#### 4.3 Lawsuits and Claims

### 5. Representations and Warranties of the Merging Company.

The Merging Company hereby makes the following representations and warranties to the Merged Company.

5.1 Due Authority. The person executing this Agreement, or any other document related to the transactions contemplated hereby, is duly authorized to execute this Agreement or such other document(s) on behalf of the Merging Company and, once executed by such person, this Agreement and such other document(s) will be binding on the Merging Company.

5.2 Corporate Existence; Power and Authority. The Merging Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Tennessee, and has all requisite corporate power and authority to enter into this Agreement, and to carry out the transactions contemplated herein.

5.3 Corporate Action. The execution and delivery of this Agreement by the Merging Company and the consummation by the Merging Company of the transactions contemplated herein have been authorized by all requisite corporate action, as required, on the part of Merging Company.

5.4 Validity. This Agreement constitutes, and when executed and delivered at the Closing, will constitute, the legal, valid and binding obligation of the Merging Company enforceable in accordance with its terms, except as limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws presently or hereafter in effect affecting the enforcement of creditors' rights generally.

5.4 Financial Statements. The financial statements of the Merging Company as of, and for the fiscal period ended, December 31, 1998 are attached to, and are hereby incorporated into, this Agreement as *Exhibit C*, and the information set forth in such financial statements is accurate and correct, and fairly describes and depicts the financial condition of the Merging Company as of that time. Furthermore, the assets and liabilities of the Merging Company accurately described such financial statements. In this regard, the Merging Company understands that all of its assets, except those identified in Exhibit A to this Agreement as excluded assets, became assets of the Surviving Company at the Effective Time.

5.5 Conflict with Other Instruments. Neither the execution and delivery of this Agreement by the Merging Company nor the consummation by the Merging Company of the transactions contemplated herein will: (i) conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or result in the creation of a lien or encumbrance on any assets of the Merging Company, pursuant to any indenture, mortgage, lease, agreement or other instrument to which the Merging Company is a party or by which it, or any of its assets, may be bound or affected, except as disclosed to the Merged Company in writing in *Exhibit D*; or (ii) violate any law or regulation to which the Merging Company is subject or by which it or its properties are bound.

5.6 Litigation, etc. To the knowledge of the Merging Company or its owners, there are no actions, suits, investigations or proceedings pending in any court or by or before any governmental agency affecting the assets or the business of the Merging Company, and to their knowledge there is no litigation, proceeding, claim, grievance, or controversy threatened against the Merging Company with regard to or affecting the assets or the business of the Merging Company.

5.7 Regulatory Compliance. To the knowledge of the Merging Company and its owners, the Merging Company has complied with all laws and regulations of any applicable jurisdiction with which it is required to comply in connection with his ownership of the assets of the Merging Company and with the operation of the business of the Merging Company, the enforcement of which would have a material and adverse effect on the ownership of the Surviving Company.

5.8 Governmental Approvals. No authorization, consent or approval or other order or action of or filing with any court, administrative agency, or other governmental or regulatory body or authority is required for the execution and delivery by the Merging Company of this Agreement or the consummation by Merging Company of the transactions contemplated hereby that has not been completed by or on the time of the closing.

5.9 Product Liability. To the best of the Merging Company's knowledge and after due inquiry, there are no formally asserted and existing claims arising from or alleged to arise from any injury to persons or property as a result of the ownership, possession or use of any product manufactured or sold by the Merging Company.

5.10 Tax Returns. All federal, state and local tax returns required to be filed by or on behalf of the Merging Company have been timely filed or requests for extension have been timely filed, granted and have not expired for periods ending on or before the Effective Date, and all returns filed are complete and accurate. All taxes shown on filed returns have been paid. To the extent any federal, state or local taxes are due from the Merging Company for any period prior to the Effective Date, adequate provision on an estimated basis has been or will be made for payment of such taxes by the establishment of appropriate tax liability accounts in the financial statements of the Merging Company.

## 6. Indemnities.

6.1 Effect of Representations and Warranties. The representations and warranties of the parties to this Agreement made herein will be deemed to have been made upon execution of this Agreement and at the Closing, and all of such representations and warranties and all of the covenants and obligations of the parties under this Agreement will survive the Closing.

6.2 Indemnification. The Merging Company and the Merged Company will each indemnify and hold the other harmless from, and pay, any loss, damage, cost or expense (including, without limitation, legal fees and court costs) which the other party incurs by reason of any representation or warranty of the indemnifying party being incorrect or by reason of any breach by the indemnifying party of any of its covenants or obligations under this Agreement.

**7. Transactions to be Completed at the Closing.**

7.1 Transactions to Be Completed at the Closing by the Merging Company. The following requirements will be completed or satisfied, as the case may be, by the Merging Company at the Closing.

7.1.1 Conveyance of the Shares. The Merging Company shall deliver to each the Merged Company Owner and the Broker certificates, duly executed and issued and registered in the name of each respective person, representing one thousand (1,000) shares of the common stock of the Merging Company, no par value.

7.2 Transactions to Be Completed at the Closing by the Merged Company. The following requirements will be completed or satisfied, as the case may be, by the Merged Company at the Closing.

7.2.1 Execution of Subscription Agreement. The Merged Company Owner shall execute a subscription agreement to purchase shares of the Merging Company's common stock in exchange for the assets and liabilities of the Merged Company.

7.2.2 Delivery of Assets. The Merged Company shall deliver to the Merging Company good title to all of the assets of the Merged Company.

7.3 Transactions to Be Completed at the Closing by the Broker. The following requirements will be completed or satisfied, as the case may be, by the Broker at the Closing.

7.3.1 Execution of Subscription Agreement. The Merged Company Owner shall execute a subscription agreement to purchase shares of the Merging Company's common stock in exchange for the assets and liabilities of the Merged Company.

7.4 Date of Documents. All of the agreements, certificates and other documents to be executed and delivered at the Closing shall be dated within thirty (30) days prior to the Closing.

7.5 Conditions Precedent. Completion or satisfaction, as the case may be, of all of the requirements under this Section, including the correctness of the statements in the certificates and other documents delivered, are *conditions precedent* to completion of the Closing under this Agreement. No part of the Closing under this Agreement will be deemed completed unless all requirements under this Section shall have first been completed or satisfied.

**8. Miscellaneous Provisions.**

8.1 Exhibits. The Exhibits attached hereto, if any, are incorporated into this Agreement by reference and are made a part hereof for all purposes. As used herein, the expression "this Agreement" means the body of this Agreement and such Exhibits, and the expressions "herein," "hereof," "hereunder," "hereinafter" and other words of similar import refer to this Agreement and such Exhibits as a whole and not to any particular part or subdivision thereof.

8.2 Headings. The headings used in this Agreement are for convenience only and are not intended to be used as an aid to interpretation. As such, the headings used in this Agreement shall not affect or have any bearing upon the meaning of any provision of this Agreement.

8.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective, valid and enforceable under applicable law. If any provision of this Agreement, or the application of any such provision to any party hereto or to any circumstance, shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remaining provisions of this Agreement, or the application of any remaining provision to any party hereto or circumstance, shall not be affected thereby, and shall be valid and enforced to the fullest extent permitted by law.

8.4 Binding. This Agreement will be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

8.5 No Waiver. Failure by either party to exercise any right or remedy under this Agreement does not signify acceptance of the event giving rise to such right or remedy. In this regard, no provision of this Agreement and no right or obligation under this Agreement may be waived except by an instrument in writing signed by the party waiving the provision, right or obligation in question.



8.6 Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Tennessee.

8.7 Notices. All notices and demands required or permitted under this Agreement, if any, shall be in writing and signed by the party rendering such notice. Such notices or demands shall be given by personal delivery, private overnight courier service, registered or certified mail, telegram, facsimile or by other telegraphic communication. Such notices or demands shall be addressed to the party to be notified at her, his or its address shown below, or as otherwise indicated by the party.

To the Merging Company: Air Time Management, Inc.  
3798 Park Avenue  
Memphis, Tennessee 38111  
attn: Morris Harris, Sr.

To the Merged Company: Discount Communications  
3798 Park Avenue  
Memphis, Tennessee 38111  
attn: Edward M. Hayes

To the Surviving Company: ATM Discount Com, Inc.  
3798 Park Avenue  
Memphis, Tennessee 38111  
attn: Morris Harris, Sr.

With a copy to: Bruce, Norris & Bass, P.L.L.C.  
3485 Poplar Avenue  
Suite 215  
Memphis, Tennessee 38111  
attn: T. Kevin Bruce

To the Employee: Charles Plummer  
3798 Park Avenue  
Memphis, Tennessee 38111

8.8 Force Majeure. No party shall be liable for any loss or failure to perform any obligation hereunder due to causes beyond its control including, without limitation, industrial disputes of whatever nature, power loss, telecommunications failure, acts of God or any other cause beyond its reasonable control.

8.9 Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and the transactions contemplated hereby and, consequently, no prior or contemporaneous oral promises or representations shall be binding.

8.10 Amendment. No change, modification or amendment of this Agreement shall be valid unless such change, modification or amendment shall be in writing and signed by all the parties hereto.

8.11 Number and Gender of Words. The use in this Agreement of any word in either its singular or plural form shall be construed, where appropriate, to also include the other number form of the word. In addition, the use in this Agreement of any word in any gender shall be construed, where appropriate, to also include any other gender of the word.

8.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

**Exhibit A**

**EXCLUDED ASSETS AND LIABILITIES**

Excluded Assets and Liabilities of the Merging Company.

The parties to the Agreement intend for the following assets and liabilities of the Merging Company to be excluded from the Merger:

None.

Excluded Assets and Liabilities of the Merged Company.

The parties to the Agreement intend for the following assets and liabilities of the Merged Company to be excluded from the Merger:

None.

**Exhibit B**

**FINANCIAL STATEMENTS OF DISCOUNT COMMUNICATIONS**  
(As of, and for the period ended December 31, 1998)

**Exhibit C**

**FINANCIAL STATEMENTS OF AIR TIME MANAGEMENT, INC.**

(As of, and for the period ended, December 31, 1998)

**Exhibit D**

**CONFLICTS WITH OTHER INSTRUMENTS**

**Conflicts of the Merging Company**

Execution of the provisions of this Agreement, including consummation of the Merger contemplated hereby, constitutes a conflict with the Merging Company's obligations under the following instruments:

None.

**Conflicts of the Merged Company**

Execution of the provisions of this Agreement, including consummation of the Merger contemplated hereby, constitutes a conflict with the Merged Company's obligations under the following instruments:

None.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 17<sup>th</sup> day of February, 2000.

THE MERGING COMPANY:

AIR TIME MANAGEMENT, INC.,  
A Tennessee corporation

By: Morris Harris Sr.  
Morris Harris, Sr.  
President

MERGING COMPANY OWNERS:

Morris Harris Sr.  
Morris Harris, Sr.

Morris Harris Jr.  
Morris Harris, Jr.

Charles Harris  
Charles Harris

John Harrison  
John Harrison

THE MERGED COMPANY:

DISCOUNT COMMUNICATIONS, a  
Tennessee sole proprietorship

By: Edward M. Hayes  
Edward M. Hayes,  
Sole Proprietor

THE EMPLOYEE:

CHARLES PLUMMER, a Tennessee resident

Charles Plummer  
Charles Plummer

Secretary of State  
Division of Business Services  
312 Eighth Avenue North  
6th Floor, William R. Snodgrass Tower  
Nashville, Tennessee 37243

ISSUANCE DATE: 01/10/2001  
REQUEST NUMBER: 01010534

CHARTER/QUALIFICATION DATE: 04/10/2000  
STATUS: ACTIVE  
CORPORATE EXPIRATION DATE: PERPETUAL  
CONTROL NUMBER: 0387702  
JURISDICTION: TENNESSEE

TO:  
THE SEARCH IS ON  
PO BOX 330007

NASHVILLE, TN 37203

REQUESTED BY:  
THE SEARCH IS ON  
PO BOX 330007

NASHVILLE, TN 37203

I, RILEY C DARNELL, SECRETARY OF STATE OF THE STATE OF TENNESSEE DO HEREBY CERTIFY THAT  
-----  
"ATM / DISCOUNT COMMUNICATIONS, INC."

-----  
WAS INCORPORATED OR QUALIFIED TO DO BUSINESS IN THE STATE OF TENNESSEE ON THE  
ABOVE DATE, AND THAT THE ATTACHED DOCUMENT(S) WAS/WERE FILED IN OFFICE ON THE  
DATE(S) AS BELOW INDICATED:

REFERENCE NUMBER	DATE FILED	FILING TYPE	FILING ACTION
3880-0198	04/10/2000	CHART-PROFIT	NAM EUR STK PRN OFC AGT INC MAL FYC

-----  
FOR: REQUEST FOR COPIES

ON DATE: 01/10/01

FEEES

RECEIVED: \$100.00 \$0.00  
TOTAL PAYMENT RECEIVED: \$100.00

RECEIPT NUMBER: 00002783511  
ACCOUNT NUMBER: 00333725

FROM:  
TSIO  
SUITE 400  
1900 CHURCH STREET  
NASHVILLE, TN 37203-0000

*Riley C Darnell*

RILEY C. DARNELL  
SECRETARY OF STATE

